BRUHATH BENGALURU MAHANAGARA PALIKE
Office of Executive Engineer CV Ramannagar

Tender for allotment of six shops at newly constructed coxtown market Shops NO.1, 2, 14, 17, 18 & 27

Tender number: **EE/CVR/KPPP/02/2025-26 Date: 17.04.2025**

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Tender SCHEDULE

1	Date of Commencement of Download of Document form eprocurement website http://kppp.karnataka.gov.in	:	21.04.2025
2	Last Date and Time for uploading online Queries in eProcurement	:	29..04.2025 upto 3.00 PM
3	Date and Time of Pre-bid Meeting	:	29.04.2025 at 3.30 PM At the following venue: Office of the Executive Engineer, CV Raman Nagara Division 8th Cross, 12th A Main HAL 2nd Stage Bangalore -38
4	Last Date and Time for uploading of REP	:	05.05.2025
5	Date and Time of Online Opening of RFP	:	06.05.2025
6	Place of Opening of Applications	:	Online at eProcurement portal
7	Address for Communication	:	Office of the Executive Engineer, CV Raman Nagara Division

			8th Cross, 12th A Main HAL 2nd Stage Bangalore -38

SECTION I – LETTER OF INVITATION

BRUHATH BENGALURU MAHANAGARA PALIKE

Dear Service Providers,

1. BBMP EE CV Raman nagar invites tender under eProcurement (two cover system) for allotment of six shops at coxtown market for a period of 5 years, which may be extended as per the rules of BBMP (Estate Management) Rules, 2024.
2. The TENDER is open to all service providers registered in India.
3. The service providers will be selected under highest cost selection method.
4. The TENDER includes the following documents:
   4.1. Section 1 - Letter of Invitation
   4.2. Section 2 - Information to Service Provider
   4.3. Section 3 - Technical Proposal - Standard Forms
   4.4. Section 4 - Financial Proposal - Standard Forms
   4.5. Section 5 - Terms of Reference
   4.6. Section 6 - Standard Form of Contract.
5. The Financial Proposal of the Service Providers who are technically qualified/responsive will only be opened through e-procurement portal.

Yours sincerely,

Executive Engineer
CV Raman Nagar
Bruhat Bangalore Mahanagara Palike

SECTION II – INFORMATION TO SERVICE PROVIDER (ITC)

Introduction

1.1. The BBMP EE CV Raman nagar invites tender under eProcurement (two cover system) for allotment of six shops at coxtown market for a period of 5 years, which may be extended as per the rules of BBMP (Estate Management) Rules, 2024.The TENDER is open to all service providers registered in India. The service providers will be selected under Highest Cost Selection procedures described in this RFP TENDER

1.2. The Service Provider must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Service Provider are encouraged to pay a visit to the location before submitting a Proposal, and to attend a pre-bid meeting as the per the TENDER schedule. Attending the pre-bid meeting is optional.

1.3. The Service provider should obtain the necessary required licenses and permits needed to carry out the services.

1.4. Please note that the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and the Client is not bound to accept any of the Proposals submitted.

1.5. It is GOK's policy to require that Service Provider observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the GOK:

1.5.1. defines, for the purposes of this provision, the terms set forth below as follows:

1.5.1.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

1.5.1.2. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

1.5.2. Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

1.5.3. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

1.5.4. Will have the right to require that, GOK to inspect Service Provider's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.6. Service Provider shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para.

1.7. Earnest Money deposit or Bid security

1.7.1. The Service Provider shall furnish Bid Security.

1.7.2. The Bid Security shall be paid in the Karnataka Public Procurement portal using any of the following payment modes:

a) Credit Card
b) Direct Debit
c) National Electronic Funds Transfer (NEFT)
d) Over the Counter (OTC). The OTC payment facility shall be available at designated ICICI bank branches for making payments from the dates of notification of IFB.

1.7.3. Confirmation of the receipt of the Bid processing fee and Bid Security in Government of Karnataka central pool A/c held at ICICI Bank shall be verified. If an acceptable Bid Security is not received then the Karnataka public Procurement portal will not allow the bidder to submit its bid.

1.7.4. The Bid Security of unsuccessful Bidders will be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security.

1.7.5. The Bid Security may be forfeited:

a) if a Bidder

i) withdraws its bid during the period of bid validity specified by the Bidder on the Technical Bid Submission Form and extension of bid validity thereof;

b) if the successful Bidder fails to:

i) sign the Contract;

ii) Furnish a Performance Security.

1.7.6. EMD is not Exempted for MSME/SSI as per govt order FD/295/exp/12/2019 Dt 26/3/2019.

2. Clarification and Amendment of TENDER Documents

2.1. Clarifications on the RFP may be uploaded online in Karnataka Public Procurement portal as per the RFP Schedule. Only Online Queries through Karnataka Public Procurement portal will be accepted. Queries sent through letters, emails or any other mode will not be entertained.

2.2. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a firm, modify the RFP documents by amendment. Any amendment shall be issued in writing as addendum/corrigendum. Addendum/corrigendum will be uploaded in the Karnataka Public Procurement portal only. The Client may at its discretion extend the deadline for the submission of Proposals.

3. Preparation of Proposal

3.1. Service Provider is requested to submit a Proposal written in the English language.

Technical Proposal

3.2. In preparing the Technical Proposal, Service Provider are expected to examine the documents comprising this TENDER in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3. While preparing the Technical Proposal, Service Provider must give particular attention to the following:

3.3.1. Service Provider Should not associate with the other Service Providers for this Assignment (Joint venture is not allowed for this tender).

3.3.2. This clause is deleted.

3.4. The Technical Proposal should contain following documents, bidders should upload all the documents which is mandatory to continue for considering technical evaluation. evaluation will be done shop wise separately, all the documents are mandatory, if any one of the documents is not uploaded bid will be rejected

<table>
<tr><td>Sl.No</td><td>Documents</td></tr>
<tr><td>1.</td><td>Earnest Money Deposit per shop 37,500/- (2.5% of the estimated value per shop for five years i.e, 15,00,000/-)
<table>
<tr><td>Sl.no</td><td>Shop Number</td><td>EMD</td></tr>
<tr><td>1</td><td>1</td><td>37,500</td></tr>
<tr><td>2</td><td>2</td><td>37,500</td></tr>
<tr><td>3</td><td>17</td><td>37,500</td></tr>
<tr><td>4</td><td>18</td><td>37,500</td></tr>
<tr><td>5</td><td>27</td><td>37,500</td></tr>
<tr><td>6</td><td>14</td><td>37,500</td></tr>
</table>
</td></tr>
</table>

<table>
<tr><td>2.</td><td>GST registration certificate.</td></tr>
<tr><td>3.</td><td>Certificate of Incorporation in case of Private Limited / Public Limited</td></tr>
<tr><td>4.</td><td>Annual Turnover statement of 3 financial years, i.e., 2021-22, 2022-23, 2023-24, along with IT returns, Certified by Chartered Accountant as per format enclosed. Bidder should have average turnover of Rs 3,00,000/- during the three years i.e., 2021-22, 2022-23, 2023-24.
<table>
<tr><th>Sl.no</th><th>Shop Number</th><th>Turn Over</th></tr>
<tr><td>1</td><td>1</td><td>3,00,000/-</td></tr>
<tr><td>2</td><td>2</td><td>3,00,000/-</td></tr>
<tr><td>3</td><td>17</td><td>3,00,000/-</td></tr>
<tr><td>4</td><td>18</td><td>3,00,000/-</td></tr>
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</table></td></tr>
<tr><td>5.</td><td>Affidavit as per format enclosed.</td></tr>
<tr><td>6.</td><td>Previous experience for operating shops.</td></tr>
<tr><td>7.</td><td>Technical Proposal Submission Form</td></tr>
<tr><td>8.</td><td>Details of Service Provider</td></tr>
<tr><td>9.</td><td>TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE</td></tr>
</table>

3.5. The Technical Proposal shall not include any financial information.

Financial Proposal

3.6. The minimum rent fixed per month is as below, bidder should quote the rate per month per shop:

Sl.no	Shop Number	Minimum Shop rent per month
1	1	25,000/-
2	2	25,000/-
3	17	25,000/-
4	18	25,000/-
5	27	25,000/-
6	14	25,000/-

3.7. Bidders Should quote the rate per month per shop as follows:

Sl.no	Shop Number	Rate per month per shop
1	1	
2	2	
3	17	
4	18	
5	27	
6	14	

3.8. The rates should be quoted in Karnataka public Procurement portal only.

3.9. The Proposals must remain valid for 90 days after the submission date. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Service Provider who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

4.1. The proposal shall be uploaded online in the Karnataka public Procurement portal http://kppp.karnataka.gov.in. The bidder shall upload the proposals in the Karnataka public Procurement portal on or before the due date and time specified in the RFP Schedule.

4.2. The Technical Bids will be opened online in the Karnataka public Procurement portal on the date and time as specified in the RFP Schedule.

The Financial Proposal shall remain encrypted in the Karnataka public Procurement portal.

5. Proposal Evaluation

General

5.1. From the time the proposals are opened to the time the contract is awarded, if any Service Provider wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the RFP. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Service Provider's proposal.

5.2. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

5.3. The evaluation committee appointed by the Client evaluates the proposals. Evaluation will be done shop wise separately, all the documents are mandatory, if one of the document is not uploaded bid will be rejected, the documents should be uploaded mandatorily;

<table>
<tr><td>Sl. no</td><td>Documents</td></tr>
<tr><td>1.</td><td>Earnest Money Deposit per shop 37,500/- (2.5% of the estimated value per shop for five years i.e, 15,00,000/-)
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</table></td></tr>
</table>

	1	1	3,00,000/-
	2	2	3,00,000/-
	3	17	3,00,000/-
	4	18	3,00,000/-
	5	27	3,00,000/-
	6	14	3,00,000/-
5.	Affidavit as per format enclosed.		
6.	Previous experience for operating shops.		
7.	Technical Proposal Submission Form		
8.	Details of Service Provider		
9.	TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE		

a) If bidder fails to upload any of these documents bid will be rejected.
b) All documents to be uploaded on Karnataka public procurement portal only and physical submission of documents at a later date or on verification day will not be entertained

Opening and Evaluation of Financial Proposals; Ranking

5.4. After the technical evaluation is completed, the Client will reject the bid or were considered non-responsive to the RFP and Terms of Reference, as rejected. The Client shall open those financial bids in the Karnataka public Procurement portal, who have qualified, in the technical evaluation.
5.5. The financial bids shall be opened online in the Karnataka public Procurement portal.
5.6. The Client will select the bidder who has highest rent per month per shop.
5.7. If multiple bidders quote the same rate, then in the presence of all the qualified bidders, lottery method will be followed to finalize the bidder, this will be final and binding.
5.8. The selected Service Provider will be invited for negotiations if required.

6. Negotiations

6.1. Nil.

7. Award of Contract

7.1. The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Service Provider on the shortlist that they were unsuccessful and return the Financial Proposals of those Service Provider who did not pass the technical evaluation.
7.2. Within fifteen (15) days of the receipt of notification of award from the Client, the successful Bidder should pay One time deposit of Rupees 1,65,000/- per shop, in the form of DD, favoring Chief Commissioner, payable at Bengaluru, bidder should submit contract agreement along with the DD. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders through E-procurement.
7.3. Failure of the successful Bidder (H1) to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

8. Confidentiality

8.1. Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider who submitted the proposals or to other persons not officially concerned with the process, until the winning Service Provider has been notified that it has been awarded the contract.

9. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders

10.1The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers

10. Bidders will be debarred as per the KTPP act.

11. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.

12. Period of Validity of Tenders

13.1Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

13.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The earnest money deposit provided shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

SECTION III – TECHNICAL PROPOSAL – STANDARD FORMS

1. Technical Proposal Submission Form

[To be submitted on company letter head]

Date: ..../..../.....

To,
EE C V Raman Nagar,
BBMP

Dear Sir/Madam,

TENDER Ref. No. **……**
Subject: Technical Proposal for ……

We, the undersigned, offer for ----------, for the above in accordance with your Request for Proposal vide no. …… dated ..../..../..... We are hereby submitting our Proposal which includes this Technical Proposal and a Financial Proposal.
If negotiations are held during the period of validity 90 days of the Proposal, we undertake to negotiate. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.
We understand you are not bound to accept any Proposal you receive.
We remain,

Yours sincerely,

Authorized Signature:	
Name:	
Title:	
Company Seal:	

2. Details of Service Provider'

Sl.	Particulars	Details				
1.	Company Name					
2.	Address of Registered Office					
3.	Contact Details	Landline				
		Mobile				
		Fax				
		Email				
4.	Director / CEO details	Name				
		Landline				
		Mobile				
		Fax				
		Email				
5.	Authorized Signatory for this TENDER	Name				
		Landline				
		Mobile				
		Fax				
		Email				
		[Bidder should submit ***Power of Attorney*** authorizing to submit proposal and to represent the company for this TENDER]				
6.	Branch Offices	Sl.	City	State	Address	Landline
		1.				
		2.				

Authorized Signature:	
Name:	
Title:	
Company Seal:	

3. Format of Annual Turnover Statement

[To be printed on letter head of Chartered Accountant.]
[Should be duly signed and certified by Chartered Accountant]

The Annual Turnover of M/s _____ during the past three years is given below.

Sl.	Financial Year	Turnover (in Rupees)
1.	2021-22	
2.	2022-23	
3.	2023-24	
	Average turnover	

We certify that the above turnover statement is true and correct.

Signature of Chartered Accountant	
Seal of Chartered Accountant	
Registration Number	
UDIN	
Name of Chartered Accountant	
Date	
Place	

4. Format of Affidavit

[To be submitted by bidder's authorized person on Stamp Paper of Rs. 100/-]
[The affidavit shall be notarized]

AFFIDAVIT

This affidavit is executed by M/s ..... on day ____, Year ____, having its registered office at ....for the Request for Proposal published by EE C V Raman Nagar ---------- ..... vide reference no. .....dated ..../..../.....

We / I hereby declare and undertake on oath as follows:

1. We / I that all the information, documents, testimonials, certificates, etc., submitted by us for the above-mentioned proposal are all correct and genuine.
2. We / I declare that the, Certifications, proof of payment, Certificates, etc. submitted by us are correct and genuine.
3. We / I declare that our firm / company M/s. ..... is not blacklisted or de-registered by any Government / Quasi Government / other organization.
4. We / I declare that we / I will not default in the submission of Tax Deducted at Source (TDS), Provident Fund, ESI, etc.
5. We / I declare that we / I will not violate any of the provisions of the Indian Labour Law.
6. We / I are aware that if one or more of the above declarations and undertakings are found to have been violated/breached, then We / I shall be blacklisted/debarred by BRUHATH BENGALURU MAHANAGARA PALIKE for the period of five years.

Identified by me:

Deponent

Advocate
Name:
Title:
Company:
Date:
Place:

SECTION IV – FINANCIAL PROPOSAL – STANDARD FORMS

1. Financial Proposal Submission Form

(Not Used)

NOTE: To be quoted in the E-portal only.

SECTION V – TERMS OF REFERENCE (TOR)

1. Background

1.1. The TENDER is being published for allotment of six shops at coxtown market for a period of 5 years, which may be extended as per the rules of BBMP (Estate Management) Rules, 2024.The TENDER is open to all service providers registered in India. The service providers will be selected under Highest Cost Selection procedures described in this RFP TENDER

2. An Outline of the Tasks to be Carried Out

1. The Service Provider should pay monthly rents to BBMP.
2. The service provider should pay OTD (one time deposit) interest free, per shop as below:

Sl.no	Shop Number	OTD per shop
1	1	1,65,000/-
2	2	1,65,000/-
3	17	1,65,000/-
4	18	1,65,000/-
5	27	1,65,000/-
6	14	1,65,000/-

3. The One Time Deposit (OTD) is refundable to the lessee, without any interest, after the vacation of the property upon completion of the lease term or the termination lease as per the provisions of the Act, rules and the lease agreement: Provided that the One Time Deposit (OTD) shall not be refunded for a period of one year from the date of signing of the agreement of the lease.
4. A single eligible bidder can bid for as many immovable properties as he wishes.
5. Sub-letting of the immovable property by the lessee shall not be permitted.
6. The Successful service Provider is bound to abide by any other Terms & Conditions that may be insisted upon by BBMP and he shall have no right for claiming any remission or compensation in the Contract amount under any circumstances.
7. The Contractor shall furnish the names and residential addresses and other required particulars of his Employees.
8. The Contractor shall not sell, transfer, alienate or sublet the right in any manner to anyone.
9. Every lease and lessee shall observe and obey the following, namely:-
   (i) The leased property shall be used for the purpose it is leased and in conformity and compliance with the specified terms and conditions;
   (ii) Non-payment of monthly lease or rent amount shall be major breach of lease conditions and the lease shall be terminated with a seven days notice by the Special Commissioner in-charge of markets and estate or the Zonal commissioner;
   (iii) Appeal on any notice or order with respect to a leased property or with respect to payable rent or lease amount by the Zonal Commossioner shall lie to the Special Commissioner in-charge of Markets and estate, under whose section the management of the Bruhat begaluru mahanagara palike property falls. The second appeal on notice or order of the Special commissioner in-charge of Markets and estate shall lie to the Chief commissioner:
   Provided that, the Chief Commissioner may suo motu or on any application may call for any case and pass appropriate orders as revision on any notice or order of the Special commissioner in-charge of Markets and estate or the Zonal Commissioner or otherwise, after affording an opportunity to hear the persons likely to be affected.

(iv) The unpaid amounts due to be paid with respect to any property from a lessee may be recovered, apart from the liability for cancellation of the lease, by the Zonal Commissioner or the Special Commissioner in-charge of Markets and estate, in a manner mutatis-mutandis as applicable for recovery of the property tax dues including by way of distraint or seizure and sale of movable properties, attachment of immovable properties and bank accounts and distress sale of immovable properties of the lessee.

10. If any disputes arise between the parties and Contractors, decision of the BBMP, or his authorized representative shall be final.
11. The Contractor shall be responsible for any loss or damages made to the shops, the damages should be rectified before vacating.
12. In case of inconvenience caused due to repairs improvements, modernization, etc., the Contractor has to co-operate with the BBMP and they should not link up these types of issues with any of the above Terms and Conditions.
13. If required the bidder should install necessary safety devices such as CCTV at his own cost.
14. Violation of any of the above terms and conditions by the service provider results in termination of contract or forfeiture of performance security or both.

3. Composition of Review Committee to Service Providers Work

The services provided by the Service Provider will be reviewed and monitored by the JC east BBMP.

SECTION VI – CONTRACT OF SERVICE PROVIDER'S SERVICES

1. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the …… day of the month of ……., 2025,

BETWEEN

on the one hand, …… (hereinafter called the "Client")

AND

on the other hand, …… (hereinafter called the "Service Provider").

WHEREAS

A. the Client has requested the Service Provider to provide certain services as defined in the TENDER document, GCC(General Conditions of Contract), attached to this Contract (hereinafter called the "Services");
B. the Service Provider, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1) The following documents attached hereto shall be deemed to form an integral part of this Contract:
   a) The General Conditions of Contract (hereinafter called "GC");
   b) TENDER document
2) The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:
   a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
   b) the Service provider shall make payments to the client in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND BEHALF OF
BRUHATH BENGALURU MAHANAGARA PALIKE

By,
EE C V Raman Nagar
BBMP

FOR AND BEHALF OF
[Name of Service Provider]
By *[Authorized Signatory]*

2. General Conditions of Contract

2.1. General Provisions

2.1.1. Definitions

1) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
   a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
   b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
   c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.2.1

d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 2.6;
e) "GCC" means these General Conditions of Contract;
f) "Government" means the Government of Karnataka;
g) "Local currency" means Indian National Rupee;
h) "Member", in case the Service Provider; ‘Member in Charge’ means the entity specified to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Client under this Contract.
i) "Party" means the Client or the Service Provider, as the case may be, and Parties means both of them;
j) "Personnel" means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;
k) "Services" means the work to be performed by the Service Provider pursuant to this Contract
l) ‘Third party” means any person or entity other than the Government, the Client, the Service Provider.

2.1.2. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

2.1.3. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

2.1.4. Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in this TENDER document.

2.1.5. Location

The Services shall be performed at such locations as are specified in the TENDER.

2.1.6. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in this TENDER.

2.1.7. Taxes and Duties

The Service Provider and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

It is the responsibility of the Service Provider to strictly abide by the Indian Labour Laws and Acts, including but not limited to payment of TDS, PF, ESI, Service Tax to the Government.

2.2. Commencement, Completion, Modification, and Termination of Contract

2.2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties.

2.2.2. Commencement of Services

The Service Provider shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective.

2.2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 2.2.7, this Contract shall terminate at the end of 5 years from the date of contract, the contract will be extended as per BBMP estate management rules 2024.

2.2.4. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties or as instructed by BBMP.

2.2.5. Force Majeure

1) Definition

a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2) No Breach of Contract

a) The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

3) Extension of Time

a) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

4) Payments

a) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.2.6. Suspension

The Client may by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.

2.2.7. Termination

1) By the Client

a) The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (b) through (e) and h of this Clause

2.2.7 (1) and sixty (60) days' in the case of the event referred to in (g):

b) if the Service Provider do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
c) if the Service Provider (or any of their Members) become insolvent or bankrupt;
d) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
e) if the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
f) For the purpose of this clause:
    i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
    ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.
g) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
h) if the service provider fails to pay the collection fees, hereof within forty-five (45) days after receiving written notice from the client that such payment is overdue
i) The Service Provider and their staff shall strictly adhere to the Information Technology Act 2000 and its subsequent amendments at all times.

2) By the Service Provider

a) The Service Provider may terminate this Contract, by not less than Ninety (90) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (ii) of this Clause 2.2.7 (2):
    i) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Client of the Service Provider' notice specifying such breach;
    ii) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

3) Cessation of Rights and Obligations

a) Upon termination of this Contract pursuant to Clause GCC 2.2.7, or upon expiration of this Contract pursuant to Clause GCC 2.2.3, all rights and obligations of the Parties hereunder shall cease, except:
    i) such rights and obligations as may have accrued on the date of termination or expiration;

ii) the obligation of confidentiality set forth in Clause GCC 2.3.3 hereof;
iii) any right which a Party may have under the Applicable Law.

4) Cessation of Services

a) Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.2.7 (1) or GCC 2.2.7 (2) hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Client, the Service Provider shall proceed as provided, respectively, by Clauses GCC 2.3.7 and GCC 2.3.8.

5) Payment upon Termination

a) Upon termination of this Contract pursuant to Clauses 2.2.7 (1) or 2.2.7 (2), the Client will not make any payments to the Service Provider:

2.3. Obligations of the Service Provider

2.3.1. General

The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Service Provider or third parties.

2.3.2. Conflict of Interest

1) Service Provider Not to Benefit from Commissions, Discounts, etc.

2) Service Provider and Affiliates Not to engage in certain Activities

3) Prohibition of Conflicting Activities

a) Neither the Service Provider nor their Sub-Service Provider nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
i) during the term of this Contract, any business or professional activities in the Government's which would conflict with the activities assigned to them under this Contract;

2.3.3. Confidentiality

The Service Provider, their Sub-Service Provider, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

2.3.4. Insurance to Be Taken Out by the Service Provider

(a) It shall be the responsibility of the Service Provider to obtain necessary and required insurance(s) to all their staff posted at the Clients locations; and

(b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

2.3.5. Service Provider' Actions Requiring Client's Prior Approval

1) The Service Provider shall obtain the Client's prior approval in writing before taking any actions at the site.

2.3.6. Reporting Obligations

The Service Provider shall submit to the Client the reports on the daily collection data to BBMP.

2.3.7. Documents Prepared by the Service Provider to be the Property of the Client

The Service provider shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client. All Intellectual Property Rights (IPR) of the data, information, etc. created, generated, written, prepared, etc. shall be the sole property of the Client.

2.3.8. Equipment and Materials Furnished by the Client

Equipment, and other materials made available to the service provider by the Client or purchased by the service provider with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the service provider shall make available to the Client an inventory of such equipment and materials. While in possession of such equipment, and other materials, the Service provider, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value. The service provider should maintain all the equipment and other materials handed over during the agreement in his own expense.

2.4. Service Provider' Personnel

2.4.1. Description of Personnel

Clause deleted.

2.4.2. Removal and/or Replacement of Personnel

1) Clause deleted

2.5. Obligations of the Client

2.5.1. Assistance and Exemptions

1) Unless otherwise specified, the Client shall use its best efforts to ensure that the appropriate for the prompt and effective implementation of the Services;

2.5.2. Services and Facilities

None

2.6. Payments to the BBMP by the service provider

2.6.1. Lump Sum amount

Within fifteen (15) days of the receipt of Letter of Intent from the Client, the successful Bidder should pay OTD one time deposit:

Sl.no	Shop Number	OTD per shop
1	1	1,65,000/-
2	2	1,65,000/-
3	17	1,65,000/-
4	18	1,65,000/-
5	27	1,65,000/-
6	14	1,65,000/-

in the form of DD, favoring Chief Commissioner, payable at Bangalore, bidder should also submit contract agreement along with the DD.

Should pay monthly rent before 10 th of next month.

2.6.2. Contract Price

The Contract price will be the rate finalized in the tender.

2.6.3. Payment for Additional Services

Nil.

2.6.4. Terms and Conditions of Payment

Payments should be made in the form of DD, favoring Chief Commissioner, payable at Bengaluru.

2.6.5. Interest on Delayed Payments

If the service provider has delayed payments beyond fifteen (15) days after the due date, interest shall be paid to the BBMP at the rate of 10 percent per month.

2.7. Settlement of Disputes

2.7.1. Amicable Settlement

Save where expressly stated to the contrary in this agreement, any dispute, difference or controversy of whatever nature between the parties, how so ever arising under, out of or in relation to this agreement, shall in the first instance be attempted to be resolved amicably by meetings between the parties.

2.7.2. Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified below at 2.7.4.

2.7.3. Place of Jurisdiction

All the matter pertaining to court will be at Bangalore Jurisdiction only.

2.7.4. Arbitrations: Clause deleted.

2.8. Risk Clause

The Contractor shall at all times have standby arrangements for carrying out the work under the Contract in case of failure of the existing arrangement. BBMP reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderers at the cost, risk and responsibilities of Contractor and excess expenditure incurred on account of this will be recovered by BBMP from the Contractor Security Deposit or by raising a separate claim.

a. All necessary reports and other information will be handed over to BBMP on a mutually agreed basis and regular meetings will be held with the BBMP_____

b. Service provider and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the BBMP and shall not knowingly lend to any person or company any of the effects or assets of the BBMP under its control.

c. In the event of loss/damage of equipment etc. at the premises of the BBMP due to negligence/carelessness of service provider staff, if established after a joint enquiry, then the service provider shall compensate the loss to the institution.

d. The service provider or its representative/s shall meet BBBMP representative/s regularly to take feedback regarding the services. The service provider will also maintain a suggestion book for comments on the services rendered by it.

e. The service provider shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the premises and shall indemnify BBMP for any loss or damage caused by any act of the service provider or its employees or staff etc.
f. The service provider shall not assign or sublet this Agreement or any part thereof to any third party without the approval of BBMP
g. Training on behavior aspects and ethics must be done regularly. BBMP ways of working should be communicated to all contract staff. Training report of the same must be submitted once in a month.
f. Licenses if any required for services at the site will be procured by the service provider.
g. Any loss caused to the life and property due to negligence or dereliction of duty of the engaged service provider is to be indemnified by the service provider upto the entire satisfaction of the concerned office.
h. The service provider should have insurance facility of the 110% of contract value including tax.

Checklist for Documents to be submitted

[IMPORTANT NOTICE: The following checklist of documents should be submitted by the bidder in this bid. The following list is only an illustrative list and not the complete list of documents. Bidders may please note that, in case one or more documents as required in the tender document are not submitted in the bid, as per the format mentioned in the TENDER document and in clear & readable format, before the TENDER due date and time, then the bid submitted by the bidder shall be liable for outright rejection. The Client shall not accept any document which have not been uploaded before the TENDER due date and time. Therefore, the bidders are requested to read the TENDER document carefully and submit/upload the complete list of documents as required in the TENDER document.]

<table>
<tr><td>Sl.no</td><td>Documents</td></tr>
<tr><td>10.</td><td>Earnest Money Deposit per shop 37,500/- (2.5% of the estimated value per shop for five years i.e, 15,00,000/-)
<table>
<tr><td>Sl.no</td><td>Shop Number</td><td>EMD</td></tr>
<tr><td>1</td><td>1</td><td>37,500</td></tr>
<tr><td>2</td><td>2</td><td>37,500</td></tr>
<tr><td>3</td><td>17</td><td>37,500</td></tr>
<tr><td>4</td><td>18</td><td>37,500</td></tr>
<tr><td>5</td><td>27</td><td>37,500</td></tr>
<tr><td>6</td><td>14</td><td>37,500</td></tr>
</table></td></tr>
<tr><td>11.</td><td>GST registration certificate.</td></tr>
<tr><td>12.</td><td>Certificate of Incorporation in case of Private Limited / Public Limited</td></tr>
<tr><td>13.</td><td>Annual Turnover statement of 3 financial years, i.e., 2021-22, 2022-23, 2023-24, along with IT returns, Certified by Chartered Accountant as per format enclosed. Bidder should have average turnover of Rs 3,00,000/- during the three years i.e., 2021-22, 2022-23, 2023-24.
<table>
<tr><td>Sl.no</td><td>Shop Number</td><td>Turn over</td></tr>
<tr><td>1</td><td>1</td><td>3,00,000/-</td></tr>
<tr><td>2</td><td>2</td><td>3,00,000/-</td></tr>
<tr><td>3</td><td>17</td><td>3,00,000/-</td></tr>
<tr><td>4</td><td>18</td><td>3,00,000/-</td></tr>
<tr><td>5</td><td>27</td><td>3,00,000/-</td></tr>
<tr><td>6</td><td>14</td><td>3,00,000/-</td></tr>
</table></td></tr>
<tr><td>14.</td><td>Affidavit as per format enclosed.</td></tr>
<tr><td>15.</td><td>Previous experience for operating shops.</td></tr>
<tr><td>16.</td><td>Technical Proposal Submission Form</td></tr>
<tr><td>17.</td><td>Details of Service Provider</td></tr>
<tr><td>18.</td><td>TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE</td></tr>
</table>